

## MORTGAGE RECORD NO. 58

This Indenture, Made this Tenth day of July in the year of our Lord  
minuten hundred and nineteen between Jennie E. Starkweather  
and C. P. Starkweather (husband) of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Ina J. Hawkes of the second part:

WITNESSETH That the said part and of the first part, in consideration of the sum of  
Twelve hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have re sold, and by these presents do grant, bargain,  
 sell and mortgage to the said part of of the second part here heirs and assigns, forever, all that tract or parcel of land  
 situated in the County of Douglas, and State of Kansas, described as follows, to wit: The North half (1/2) of Lots  
Fifty-two (52) Fifty-four (54) Fifty-five (55) Fifty-eight (58) and Sixty (60)  
Block Thirty-five (35) West Lawrence, Douglas, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part and of the first part therein. And the said  
Jennie E. Starkweather and C. P. Starkweather  
 do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises, above granted,  
 and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of  
Twelve hundred dollars  
 according to the terms of one certain note & coupons this day executed  
 and delivered by the said Jennie E. Starkweather & C. P. Starkweather to the said part of of the second part  
here heirs and assigns.

and this conveyances shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest  
 thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due  
 and payable, and it shall be lawful for the said part of of the second part, here executors, administrators and assigns, at any  
 time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such  
 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there  
 be, shall be paid by the part of making such sale, on demand, to said Jennie E. Starkweather  
heirs and assigns.

IN WITNESS WHEREOF, The said part and of the first part have set hereunto set their hand s and seal  
 the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie E. Starkweather (SEAL)  
C. P. Starkweather (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10 day of July A. D. 1917, before me,

John M. Newlin a Notary Public in and for said County and State, came  
Jennie E. Starkweather C. P. Starkweather

(L.S.)

to me personally known to be  
 the same person writing who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year  
 last above written

My Commission Expires March 20 1923

John M. Newlin  
 Notary Public.

Filed for Record the 12<sup>th</sup> day of July A. D. 1917, at 10:35 o'clock A. M.

Estelle Northrup Register of Deeds  
Deputy.

City (wherein is entered as the original instrument)  
 The same herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created discharged. As witness my hand this Tenth day of July A. D. 1917.  
Ina J. Hawkes

Recorded April 8 1920.  
Estelle Northrup  
 Register of Deeds